

ADVERTISEMENT FOR BIDS

Sealed bids will be received by the Borough of Lansdale at One Vine Street, Lansdale, Pennsylvania, 19446 until 10:00 A.M. on Wednesday, October 23, 2019 for the following items:

Item #1 – Collection of Refuse & Recyclables from Borough owned Properties,
and the Collection of Leaves

Item #2 – Supply & Delivery of High Calcium Hydrated Lime
Approximate Quantity – 115 tons

Item #3 – Supply & Delivery of Ferric Chloride
Approximate Quantity – 70 Dry Tons

Bidders may obtain documents from the office of the Borough Manager, Borough of Lansdale, One Vine Street, Lansdale PA 19446 or through the Borough of Lansdale website @www.lansdale.org. Bids must be enclosed in a sealed envelope bearing the name and address of the bidder and marked with the item to be bid and the date of the bid opening and addressed to Donna Markley, Borough of Lansdale, One Vine Street, Lansdale, PA 19446.

Bids are to be received at the Borough of Lansdale offices on or before 10:00 A.M. local time on Wednesday, October 23, 2019. Bids shall be publicly opened and read aloud at approximately 10:00 A.M. on Wednesday, October 23, 2019 at the Borough of Lansdale Offices.

Bids are to be accompanied by cash, money order, certified check, Cashier's Check, or bid bond in the amount of ten percent (10%) of the bid in accordance with the Laws of the Commonwealth of Pennsylvania.

Bids are irrevocable for a period of sixty (60) days after the date of the bid opening. The Borough of Lansdale reserves the right to accept or reject any and all bids and to waive technicalities on any bid for the best interest of the Borough of Lansdale.

BOROUGH OF LANSDALE

John J. Ernst
Borough Manager

INSTRUCTIONS TO BIDDERS

1. Name of Owner and Reception of Bids:

The Borough of Lansdale (herein called the Owner) invites bids in the forms attached hereto, all blanks of which must be filled in. Bids will be received by the owner in the office of the Borough Manager, One Vine Street, Lansdale, Pennsylvania. The bid proposals will be due in said office by 10:00 A.M. local time on Wednesday, October 23, 2019 and will be publicly opened and read aloud at the Borough of Lansdale on Wednesday, October 23, 2019 at approximately 10:00 A.M. at the Borough Offices.

2. Envelopes Containing Bids:

Envelopes containing bids must be sealed, addressed to the Borough of Lansdale, c/o Donna Markley, One Vine Street, Lansdale Pennsylvania, and designated as bid for "Supply and Delivery of High Calcium Hydrated Lime."

3. Waiver of Informalities:

The Owner may consider informal any bid not prepared and submitted in accordance with the provisions hereof and may waive any informalities or reject any and all bids. Any bid may be withdrawn prior to the scheduled time for the bid opening of the bids or authorized postponement thereof. Any bid received after the time and date specified above will not be considered. No bidder may withdraw his bid within sixty (60) days after the actual date of the opening thereof.

4. Bid Documents:

Bid documents are available to be picked up at the office of the Borough Manager, One Vine Street, Lansdale, Pennsylvania or through the Borough's website www.lansdale.org. Each bid must be submitted on the form provided in the specifications. All blank spaces for bid prices must be filled in ink or typewritten in both words and figures. Specifications may also be picked up at the office of the Borough Manager of the Borough of Lansdale.

5. Examination of Site Documents:

Each bidder shall visit the site on the proposed work and fully acquaint himself with conditions as they exist so that he may fully understand the facilities, difficulties and restrictions attending the execution of the work under his contract. Knowledge of the conditions on the site shall be the responsibility of the contractor.

INSTRUCTIONS TO BIDDERS CONT'D

Failure or omission of any bidder to receive or examine any form, instrument or document or to visit the site and acquaint himself with the conditions there existing, shall in no way relieve and bidder who shall agree and warrant that he has examined the site and specifications.

6. Rejection of Informal Bids:

A bid which has been unsigned, is incomplete, obscure, conditioned or unbalanced or which contains additions not called for or irregularities of any kind including alterations or erasures may be rejected by the Owner as informal. A bid which is not accompanied by the required bid security for the execution of the contract will be rejected. No person shall assign his proposal or bid or any of his rights or interests thereunder without written consent of the Owner. Any such assignment without written consent shall be deemed void.

7. Bid Proposals:

When a proposal is made by a corporation, its name and principal post office address shall be stated and the proposal shall be signed by the President, attested by the Secretary of the Corporation and the corporate seal must be affixed thereto.

Bid proposals must include all labor and materials.

Before award is made to a bidder not a resident of the Commonwealth of Pennsylvania, the bidder shall designate a proper agent in the Commonwealth of Pennsylvania on whom service can be made in the event of litigation.

8. Bid Security:

Each bid must be accompanied by a certified check of the bidder, cashier's check, Treasurer's check drawn to the order of the Borough of Lansdale in the amount equal to ten percent (10%) of the bid. In lieu of the above checks, a bid bond with proper corporate surety will be acceptable, if it is prepared and submitted on the form of bid bond attached to these documents, duly executed by the bidder as principal with surety duly approved for the writing of surety bonds by the Insurance Commissioner and licensed to do business in the Commonwealth of Pennsylvania.

INSTRUCTIONS TO BIDDERS CONT'D

A power of attorney to sign said bonds for the Surety Company and a financial Statement of the Surety Company must be attached to the bid bond. Upon return of the duly executed contract documents by the lowest bidder, remaining bid security will be approved within ten (10) days thereafter. All bid bonds must be approved by the Borough of Lansdale.

9. Award of Contract:

It is anticipated that notice of intent to award contracts will be made within sixty (60) days after the bids are opened as aforesaid. Upon receipt of such notice, the apparent successful bidder shall within ten (10) days thereafter provide the Owner the executed Performance and Payment Bonds in the forms herewith provided. Upon approval of such bonds, the Owner will promptly make its award of contract and within ten (10) days following notice of awarding the successful bidder must return to the Owner all certificates of insurance as required by these specifications and the executed contract.

10. Liquidated Damages for Failure to Enter into Contract:

The successful bidder, upon his failure or refusal to execute and deliver the contract, bonds and/or insurance certificates required within the time set forth above, shall forfeit to the Owner as liquidated damages for such failure or refusal, the security deposit with his bid.

11. Performance Bonds:

The apparent successful bidder to whom notice of intent is submitted shall furnish and deliver to the Owner, as set forth in paragraph 10, Performance and Payment Bonds on the forms herewith included as follows:

- A. For faithful performance of the contract as designated in the Bond, 100 Percent of the amount of the contract.
- B. For payment of labor and materials as designated in the Bond, 100 percent of the amount of the contract.

INSTRUCTIONS TO BIDDERS CONT'D

12. Laws and Regulations:

The bidder's attention is directed to the fact that all applicable State laws, Municipal ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the contract throughout, and they will be deemed to be included in the contract the same as though herewith written out in full.

13. Notice of Requirement for Certification of Nonsegregated Facilities:

Bidders are cautioned as follows: By signing his proposal, the bidder will be deemed to have certified that he does not maintain or provide for his employees that are segregated on a basis of race, creed, color or national origin, whether such facilities are segregated by directive or on a de facto basis, and that he will not maintain such segregated facilities. Failure of a bidder to agree to this requirement will render his bid nonresponsive to the terms of the contract.

14. Changes While Bidding:

During the bidding period, bidders may be furnished addenda for additions to or alterations of the specifications, if any, which shall be included in the work covered by the proposals and become a part of the contract document. Owner will send such material to all bidders by certified mail, return receipt requested. Bidders will be required to list the number of addenda on proposal acknowledging receipt thereof.

15. Time of Completion:

The successful bidder must agree to commence work immediately following the date to be specified in a written "notice to proceed" of the Borough of Lansdale and continue working as per bid specifications through the time period of the contract.

16. Qualification of Bidder:

Bidders must provide with bid proposals, information in support of their ability to perform the contract, a financial statement and a list of at least three projects successfully completed whose magnitude equals or exceeds this project.

17. The municipality reserves the right to reject any and all proposals.

INSTRUCTIONS TO BIDDERS CONT'D

18. "All documents submitted to the Borough in response to this request for proposals and these specifications may become public records, subject to public access pursuant to the Pennsylvania Right-To-Know Law, 65 P.S. 67.101 et seq., as amended."

19. Indemnification and Insurance Provisions (see attached)

INSURANCE AND INDEMNIFICATION PROVISIONS

Contractor expressly declares and acknowledges that Contractor is an independent contractor and not an employee of Borough of Lansdale (Owner) and Owner does not direct Contractor's actions beyond the provisions of this agreement.

- 1) **INDEMNIFICATION.** Contractor assumes entire responsibility and liability for any and all claims and/or damages of any nature or character whatsoever with respect to the work covered by this Contract Agreement (including but not limited to, work performed under this Contract Agreement, work performed under change order or any other work incidental thereto, whether performed at or off the project site) and Contractor agrees defend, indemnify and hold harmless the Owner, its affiliates, parents and subsidiaries, the Owner's surety, if any, any other Person that the Owner may be obligated to defend and indemnify in the Contract, and the architect from and against any and all claims, demands, liabilities interests, loss, damage, fires, penalties, attorney's fees, cost and expenses of whatever kind or nature, including property damage or for personal injuries (including death) to any and all persons (whether such persons are employees of Owner or employees of Contractor, or employees of Subcontractor's, or others) resulting from the work covered by this Contract, arising therefrom or occurring in connection therewith and whether any such claims are alleged to have been caused in whole or in part, by a party indemnified hereunder. This indemnification expressly extends to (but is not in any manner limited to) any claims, damages or suits for infringement or violations of patents or patent rights, Contractor further agrees that the indemnification contained in this section shall not in any manner be limited by the applicable provisions of any Workers' Compensation Act and, for this purpose, Contractor waives its rights to immunity as an employer under any such Workers' Compensation Act in the event of a claim by one or more of its employees against Owner (or any other party whom Contractor is obligated, by this paragraph, to indemnify) and Contractor further waives any defense that this Contract or any portions thereof was not executed by Contractor prior to the date of the occurrence giving rise to Contractor's indemnification responsibility hereunder.

In the event that such claims, demands, liabilities, interests, loss, fines, penalties, attorney's fees, costs and expenses are made, asserted or threatened against Owner or any other party whom Owner is obligated to indemnify or defend in the Contract, Owner shall have the right to withhold from any payments due, or to become due to the Contractor an amount sufficient in Owner's sole discretion to protect and indemnify it and such other parties against any and all such claims, demands, liabilities, interests, loss, damage, fines, penalties, attorney's fees, cost and expenses, or Owner, in its sole discretions, may require Contractor to furnish a surety bond satisfactory to Owner guaranteeing such protection furnished by Contractor.

- 2) **INSURANCE.** Prior to commencement of any work under the Contract and until completion and final payment is made for the work, the Contractor and each and every Subcontractor shall, at its sole expense, maintain the following insurance on its own behalf, with an insurance company or companies having an A.M. Best Rating of "A-: Class VII" or better, and furnish to the contractor Certificates of Insurance evidencing same.

The term "Contractor & Subcontractor" as used in these Insurance Requirements shall mean and include Contractors and Subcontractor of every tier.

- A. **Workers' Compensation and Employers Liability:** in the State in which the work is to be performed and elsewhere as may be required and shall include, where applicable, U.S. Longshoremen's and Harbor Workers' Coverage.
 - a) **Workers' Compensation Coverage:** Statutory Requirements
 - b) **Employers Liability Limits not less than:**

Bodily Injury by Accident:	\$100,000 Each Accident
Bodily Injury by Disease:	\$100,000 Each Employee
Bodily Injury by Disease:	\$500,000 Policy limit
- B. **Commercial General Liability:** (including Premises – Operations, Independent Contractors, Products/Completed Operations, Broad Form Property Damage, Contractual Liability

(including Liability for Employee Injury assumed under a Contract), and Explosion, Collapse and Underground Coverages).

- a) Occurrence Form with the following limits:
 - 1) General Aggregate: \$2,000,000
 - 2) Products/Completed Operations Aggregate: \$2,000,000
 - 3) Each Occurrence: \$1,000,000
 - 4) Personal and Advertising Injury: \$1,000,000
 - 5) Fire Damage (any one fire): \$ 50,000
 - 6) Medical Expense (any one person): \$ 5,000
- b) Products/Completed Operations Coverage must be maintained for a period of at least two (2) years after final payment.
- c) The General Aggregate Limit must apply on a Per Project basis.

C. Automobile Liability:

- a) Coverage to include:
 - 1) All owned, Hired and Non-Owned Vehicles
 - 2) Contractual Liability Coverage (including Liability for Employee Injury assumed under a Contract).
- b) Per Accident Combine Single Limit: \$1,000,000

D. Commercial Umbrella Liability:

- a) Occurrence Limit: \$1,000,000
- b) Aggregate Limit (where applicable): \$1,000,000
- c) Policy to apply excess of the Commercial General Liability (following form Per Project Limit), Commercial Automobile Liability and Employers Liability Coverages.

E. Deductibles or Self Insured Retentions:

None of the policies of insurance required of the Contractor by this agreement shall contain deductibles or self insurance retentions in excess of \$10,000.

F. Financial Rating of Insurance Companies:

- A) A.M. Best Rating: A-(Excellent) or Higher
- B) A.M. Best Financial Size Category: Class VII or Higher

G. Owner, its affiliates, parents and subsidiaries, the Owner's surety, if any, any other Person that Owner may be obligated to defend and indemnify in the Contract shall be added as ADDITIONAL INSUREDS on all liability policies. With respect to General Liability, Additional Insured Status shall include coverage for both ongoing operations and completed operations using CG 20 33 07 04 and CG 20 37 07 04 (or their equivalent).

H. Contractor's and Subcontractor's insurance is to be endorsed to reflect its *primary and non-contributory* for the Owner, and all other additional insureds named in these Insurance Requirements.

I. Contractor shall not allow any of the aforementioned liability insurance policies to be cancelled, expire or materially amended: (i) during the entire term of this Agreement, including any renewal or extension terms of this Agreement; and, (ii) until all work has been completed to the satisfaction of the Owner. Contractor shall, within two (2) business days of receipt, forward to Owner by regular mail and hand delivery, fax or email, all notices received from any insurance carrier(s) which concern a proposed cancellation, termination or material modification of any insurance coverage or insurance policy required by this Agreement. The insurance policies identified in this Agreement shall have limits of not less than those set forth hereinabove prior to Contractor commencing any work, provided, however, Owner shall have the right to request increases in such minimum coverages from time to time, when deemed necessary by Owner in the exercise of its reasonable discretion.

- J. Waiver of Rights of Recovery and Waiver of Rights of Subrogation:
- a) The Contractor and Subcontractor waive all rights of recovery against the Owner and all the additional insureds for loss or damage covered by any of the insurance maintained by the Contractor or Subcontractor pursuant to this Contract
 - b) The Contractor and Subcontractor and their respective insurance carriers hereby waived all rights of subrogation against Owner, and all the additional insureds for loss or damage covered by any of the insurance maintained by the Contractor or Subcontractor pursuant to this Contract.
 - c) If any of the policies of insurance required under this contract require an endorsement to provide for the waiver of subrogations set forth in b, above, then the named insureds of such policies will cause them to be so endorsed.
- K. The amount of insurance provided in the aforementioned insurance coverages, shall not be construed to be a limitation of the liability on the part of the Contractor or any their Subcontractors.
- L. Any type of insurance or any increase in limits of liability not described above which the Contractor requires for its own protection or on account of statute shall be its own responsibility and at its own expense.
- M. The carrying of insurance described shall in no way be interpreted as relieving the Contractor of any responsibility or liability under the contract.
- N. Prior to the commencement of work and /or payment, the Contractor and Subcontractor shall file Certificates of Insurance with the Owner which shall be subject to the Owner's approval of adequacy of protection and the satisfactory character of the insurer. The Certificates of Insurance should be mailed within five (5) days of the receipt of these insurance requirements to the Owner, regardless of when your work will start. Project description and Job Number must be shown on the Certificate of Insurance.

In the event of a failure of a Contractor to furnish and maintain said insurance and to furnish satisfactory evidence thereof, Owner shall have the right (but not the obligation) to take out and maintain the same for all parties on behalf of the Contractor who agrees to furnish all necessary information thereof and to pay the cost thereof to the Owner immediately upon presentation of an invoice. Contractor gives Owner the right to terminate or modify such coverage with or without notice to Contractor.

- 3) SAFETY. Contractor shall be responsible to the Owner for compliance with all safety laws, rules and regulations during Contractor's performance of work in connection with this project including, without limitation, those laws, rules and regulation established under the Federal Occupational Safety and Health Act of 1970. Contractor shall indemnify the Owner from and against all fines, penalties and corrective measures resulting from acts of commission or omission by Contractor, its subcontractors, materialmen, agents, employees or assigns, in respect of their failure to comply with such safety laws, rules and regulations. Contractor shall establish a safety program implementing safety measures, policies and standards conforming to those required or recommended by governmental and quasi-governmental authorities having jurisdiction and by the Owner, including but not limited to, requirements imposed by the Contract Documents. Contractor shall comply with the reasonable recommendations of insurance companies having an interest in the project, and shall stop any part of the WORK as directed by Owner. Owner's failure to stop Contractor's unsafe practices shall not relieve Contractor of the responsibility therefor. Contractor shall notify Owner immediately following any accident and promptly confirm the notice in writing. A detailed written report shall be furnished if requested by the Owner.

BOROUGH OF LANSDALE
HIGH CALCIUM, HYDRATED LIME
DETAILED SPECIFICATIONS

1. The Hydrated Lime supplied under this contract shall meet the following criteria:

HYDRATED LIME

Typical Properties: Chemical

	Average (%)
Calcium Hydroxide	93.1
Loss on Ignition (LOI)	24.0
Sulfur (S)	0.033
Available Lime (Rapid Sugar)	70.5
Calcium Oxide (CaO)	71.8
Magnesium Oxide (MgO)	1.8
Calcium Carbonate (CaCO ₃)	0.2
Silica (SiO ₂)	1.48
Ferric Oxide (Fe ₂ O ₃)	0.19
Alumina (Al ₂ O ₃)	0.62
Free Moisture	0.84

Typical Properties: Physical

	Average (%)
Size (at point of loading)	
- Passing 60 mesh	100
- Passing 200 mesh	99.1
- Passing 325 mesh	93.1
Loose Bulk Density (#/ft ³)	19
Packed Bulk Density (#/ft ³)	33
BET SSA (m ² /gram)	22.5
Pore Volume (cm ³ /gram)	0.083

This material meets the requirements of AWWA B202-02.
Product is registered to NSF60, Drinking Water Treatment Chemicals

DETAILED SPECIFICATIONS CONT'D

The information contained in this specification is, to the best of our knowledge, true and accurate, but any typical values given are subject to occasional variations based on variations in the raw material inputs and processing operations.

2. The lime will be delivered in bulk quantities of twenty (20) tons minimum.
3. The lime will be delivered by vehicles with the capability to blow lime through a four-inch (4") diameter fill pipe to a height of 50' into the top of the lime silo. The delivery truck will be equipped with all hoses and couplings necessary to insure a safe clean filling operation.
4. The lime silo to be filled under this contract is located at the Lansdale Borough Wastewater Treatment Plant at 652 W. Ninth Street, Lansdale PA 19446.

PROPOSAL

Borough of Lansdale
One Vine Street
Lansdale PA 19446

REFERENCE: High Calcium, Hydrated Lime

Date: _____

Gentlemen:

Having carefully examined the advertisement for bids, instructions to bidders, general conditions, supplementary general conditions, project conditions, specifications, addenda (if issued), site, and all conditions affecting the work, the undersigned hereby proposes to perform all requirements and to furnish all necessary labor, material, appliances and equipment in place and ready to use for the work in accordance with the said documents for the sum of:

	<u>Unit Price</u> <u>Per Ton</u>	<u>Total</u>
Supply & Delivery of hydrated, high calcium lime as per specifications (Approximately quantity – 115 tons)	_____	_____

Accompanying this proposal is cash, check, certified check, treasurer's check or bid bond in the amount of _____ constituting ten percent (10%) of the bid.

In submitting this proposal, it is understood the unrestricted right is reserved by the Owner to reject any and all proposals or parts thereof, or to waive any informalities or technicalities in said proposals, and it is agreed that the proposal may not be withdrawn for a period of sixty (60) days from the date of opening thereof.

PROPOSAL CONT'D

The bidder understands that the quantities in unit price work are approximate and are presented solely for the Owner's use in comparing bids. He understands and agrees that the Owner may increase or decrease the quantity of work to be done under any item. He further agrees that in case of any error or inconsistency in the figures contained in the proposal, the unit prices shall govern, and that if his is accepted, the unit prices contained in the proposal are the unit prices which he will receive, and which the Owner will pay for the work specified to be done under the items, in the manner set forth and required by the Contract Documents, without recitation or repetition of said unit prices in the Contract Agreement.

The undersigned hereby certifies that this proposal is genuine, not a sham or collusion, or made in the interest of or on the behalf of any person, firm or corporation not herein named, that the undersigned has not directly or indirectly induced or solicited any bidder to refrain from bidding, and that the undersigned has not, in any manner, sought collusion to secure for himself any advantage over any other bidder.

A. INDIVIDUAL

An individual doing business under the firm name of:

Witness:

By: (Individual's name)
(sign)_____

(type)_____

Date:_____

Address_____

(Firm)

PROPOSAL CONT'D

B. PARTNERSHIP

Partners trading and doing business under the firm name of:

Witness:

By: (Partner's name)

(sign)_____

(type)_____

Date:_____

(sign)_____

(type)_____

Address_____

(Firm)

C. CORPORATION

A corporation organized under the laws of_____

(Corporate Seal)

ATTEST:

By: (Officer)

(sign)_____

(type)_____

Address:_____

(Firm)

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we,
(hereinafter all the Principal”) as Principal, and
a _____ corporation authorized to transact business in Pennsylvania, and
having its principal office at _____
(hereinafter called the Surety), are held and firmly bound unto the
Borough of Lansdale, (hereinafter call the Obligee), in the sum of _____
(\$ _____) DOLLARS, lawful money of
the United States of America; for payment of which we bind ourselves, and each of our respective heirs,
legal representatives, successors and assigns, jointly and severally, by these presents, on this
day of _____, 2019.

WHEREAS, said Principal is herewith submitting to the Obligee a proposal to perform the
contract work for the Obligee’s proposed

pursuant to plans, specifications and other Contract Documents incorporated into said proposal by
reference; and it is a condition of the Obligee’s receipt and consideration of said proposal be
accompanied by bid security to be held by the Obligee on terms embodied herein.

THEREFORE, the condition of this obligation is that if said Principal shall furnish a Performance Bond
and a Payment Bond to the Obligee upon the Obligee’s delivery to the Principal of five (5) days notice of
intention to accept his proposal and to make a formal award to contract to him, and shall enter into such
contract and shall furnish insurance certificates in all respects as required by said Contract Documents,
within ten (10) days after notice to him of such formal award, then this obligation shall be void; but
otherwise it shall remain in full force, and the Principal and Surety will pay to the Obligee the difference
between the amount of the Principal’s accepted bid(s) and any higher amount for which the Obligee may
contract for the required work, plus any advertising, architect’s legal and other expenses incurred by the
Obligee by reason of the default provided, however, that the obligations of the Surety hereunder shall not
exceed the amount of this bond together with interest.

IN WITNESS WHEREOF, the Principal and Surety, intending to be legally bound, have executed this
bond the and year aforementioned.

INDIVIDUAL PRINCIPAL

_____(SEAL)

Witness:

_____ Trading and doing business as

PARTNERSHIP PRINCIPAL

Witness:

By: _____(SEAL)

By: _____(SEAL)

By: _____(SEAL)

By: _____(SEAL)

CORPORATION PRINCIPAL

Attest:

By: _____

(CORPORATE SEAL)

or, if appropriate

CORPORATION PRINCIPAL - TO BE SIGNED BY AUTHORIZED AGENT

BY: _____

Witness:

*attach appropriate proof, dated as of the same date as the Bond, evidencing authority to execute in behalf of the Corporation.

CORPORATE SURETY

Witness or Attest:

_____ **By:** _____
(CORPORATE SEAL)

** Attach an appropriate Power of Attorney, dated as of the same date as the Bond, evidencing the authority or the attorney-in-fact to act in behalf of the Corporation.

in awarding the contract(s) for which this bid is submitted. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from _____ of the true facts relating to the

(Name of Public Entity)
submission of bids for this contract.

Name

Company Position

SWORN TO AND SUBSCRIBED BEFORE ME THIS _____ DAY OF _____, 2019.

My Commission Expires _____
(Date)

INSTRUCTIONS FOR NON-COLLUSION AFFIDAVIT

1. This Non-Collusion Affidavit is material to any contract awarded pursuant to this bid. According to the Pennsylvania Antibid-Rigging Act, 73 P.S. 1161 et seq., governmental agencies may require Non-Collusion Affidavits to be submitted together with bids.
2. This Non-Collusion Affidavit must be executed by the member, officer or employee of the bidder who makes the final decision on prices and the amount quoted in the bid.
3. Bid rigging and other efforts to restrain competition, and the making of false sworn statements in connection with the submission of bids are unlawful and may be subject to criminal prosecution. The person who signs the Affidavit should examine it carefully before signing and assure himself or herself that each statement is true and accurate, making diligent inquiry, as necessary, of all other persons employed by or associated with the bidder with responsibilities for the preparation, approval, or submission of the bid.
4. In the case of a bid submitted by a joint venture, each party to the venture must be identified in the bid documents, and an Affidavit must be submitted separately on behalf of each party.
5. The term “complementary bid” as used in the Affidavit has the meaning commonly associated with that term in the bidding process, and includes the knowing submission of bids higher than the bid of another firm, any intentionally high or noncompetitive bid, and any other form of bid submitted for the purpose of giving a false appearance of competition.
6. Failure to file an Affidavit in compliance with these instructions will result in disqualification of the bid.

